

TIFFANY WOODS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by OLIN AMERICAN HOMES OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Seminole, State of Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Also described as all of TIFFANY WOODS, according to the Plat thereof as recorded in Plat Book 29, page 28+29, of the Public Records of Seminole County, Florida.

RECORDED & VERIFIED
7/10/83
COURT
CLERK

83037

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described

THIS INSTRUMENT

NAME JESSE E. GRAHAM
ADDR. 369 N. NEW YORK AVE.

WINTER PARK, FL. 32790

BOOK 1513 PAGE 0612
SEMIWEEKLY CO. FL.

properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TIFFANY WOODS HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of TIFFANY WOODS, according to the Plat thereof as recorded in Plat Book 29, page 28-29, of the Public Records of Seminole County, Florida, less any portion of said property which is contained in a numbered subdivision lot or is within a street right-of-way as designated on said Plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to OLIN AMERICAN HOMES OF FLORIDA, INC. a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational

facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Owner's Use of Lot. Use of lots shall be limited to residential purposes.

Section 3. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable

attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The

assessments levied by the Association shall be used exclusively, except as hereinafter provided in Section 12, to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Assessment Allocation. Assessments

shall be levied as to each lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant lot or any lot superimposed with an unoccupied, unsold living unit structure shall be twenty-five percent (25%) of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until

January 1, 1985, the maximum annual assessment for each lot shall be as follows for each class as designated:

Class A - \$35.00 per month.

Class B - Not less than 25% of the annual assessment for a Class A member.

From and after January 1, 1985, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at an Association meeting duly called for this purpose.

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SEMMOLE CO. FL.

Section 6. Notice and Quorum for any Action

Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members, or of proxies of each class entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both

annual and special assessments must be fixed at a uniform rate for all lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Annual

Assessments: Due Date. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board

of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including attorneys' fees for appellate proceedings.

Section 10. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Lot and Exterior Maintenance. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, and one similar to the condition of the Lot containing part of the same structure, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty

(30) days' written notice to the Owner, shall have the right, through its agents and employees to enter upon said parcel and to repair, clear, trim, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. Parking. No trucks larger than a pickup truck shall be permitted to be parked in the residential house area of the above described subdivision for a period of more than four (4) hours unless the same are present and necessary in the actual construction or repair of buildings on the land. No trucks larger than a pickup truck, trailers, campers or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours in the subdivision unless parked in a completely enclosed garage. No vehicle of any type shall be permitted in the subdivision unless the same has a current license tag and, if required by law, inspection sticker, in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted in the subdivision. Vehicles shall include, without limitation, motorcycles.

Section 2. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot advertising the property for sale or rent, or signs used by

a builder to advertise the property during the construction and sales period.

Section 3. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

Section 4. Livestock, Poultry and Nuisances. No noxious or offensive trade or activity, including, but not limited to, the raising of or keeping of chickens, goats, pigs, horses, cattle or other animals, shall be carried on upon any lot, but the foregoing shall not be construed as to prohibiting the raising or keeping of domestic pets provided they are not kept or bred or maintained for commercial purposes, nor shall anything be done on any lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood.

Section 5. Prohibited Structures. No trailer, tent, shack, garage, barn or other outbuilding erected or placed upon any lot, shall at any time be used as a residence temporarily or permanently, nor shall any structures of a temporary character be used as a residence.

Section 6. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash,

garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

✓ Section 7. Easements. Easements for installation and maintenance of utilities and drainage facilities in the Common Area are reserved as shown on the recorded plat as filed with the governmental authorities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage facilities in the easements, or which may obstruct or retard the flow of water through drainage facilities in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible for.

Section 8. Sewage Service. Sewage service to all property described in this Declaration will be supplied by the Seminole County, in accordance with its rules and regulations. The use of septic tanks or any other sewage disposal facilities is specifically prohibited.

ARTICLE VIIGENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees including attorneys' fees through appellate proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first

twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to January 1, 1986 by the Declarant so long as the Declarant is the owner of at least Twenty-five percent (25%) of the lots and so long as any such amendment is approved as provided for in Section 4 immediately following. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, any amendments to this Declaration of Covenants, Conditions and Restrictions, any dedication of common area, or annexation of additional land will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officers, this 19th day of OCTOBER, 1983.

OLIN AMERICAN HOMES OF FLORIDA, INC.

Barbara L. Appen

By: Ronald E. Smith

Lynne M. Braville

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SEMINOLE CO. FL.

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Donald E. Smith, Vice President of OLIN AMERICAN HOMES OF FLORIDA, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 19 day of October, 1983.

** SEAL **

OLIN AMERICAN HOMES OF FLORIDA, INC.

BY: Caroline O. Lawrence

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 8, 1987
BONDED THROUGH MUROSKI-ASHTON INC

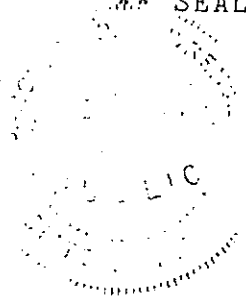


EXHIBIT "A"

LEGAL DESCRIPTION

The North 1/2 of the SE 1/4 of the NE 1/4, *less the North 25.00 feet of Section 25, Township 21 South, Range 30 East AND the West 400 feet, less the South 465.00 feet, of the SW 1/4 of the NW 1/4 of Section 30, Township 21 South, Range 31 East, Seminole County, Florida and being more particularly described as follows:

Commence at the East 1/4 corner of aforesaid Section 25; thence N.00°09'44"W. along the East line of the NE 1/4 of said Section 25 for 465.01 feet to the North line of the South 465.00 feet of aforesaid SW 1/4 of the NW 1/4 of Section 30 and Point of Beginning; thence continue N.00°09'44"W. along said East line of the NE 1/4 of Section 25 for 196.56 feet to the SE corner of the North 1/2 of the SE 1/4 of Section 25; thence N.89°30'20"W. along the South line of said North 1/2 of the SE 1/4 of the NE 1/4 of Section 25 for 1298.65 feet to the East right-of-way line 25.00 feet East of (when measured at right angles to) the centerline of TUSCAWILLA ROAD; thence N.00°01'05"W. along said East right-of-way line 637.44 feet to the South right-of-way line of Dike Road, 25.00 feet South of (when measured at right angles to) the North line of said SE 1/4 of the NE 1/4 of Section 25; thence S.89°27'58"E. along said South right-of-way line parallel with said North line of the SE 1/4 of the NE 1/4 of Section 25, for 1297.06 feet to the aforesaid East line of the NE 1/4 of Section 25; thence N.00°09'44"W. along said East line for 25.00 feet to the NE corner of said SE 1/4 of the NE 1/4 of Section 25; thence N.89°26'45"E. along the North line of aforesaid SW 1/4 of the NW 1/4 of Section 30 for 400.01 feet to the East line of the West 400.00 feet of the SW 1/4 of the NW 1/4 of Section 30; thence S.00°09'44"E. along said East line for 858.69 feet to the North line of the South 465.00 feet of said SW 1/4 of the NW 1/4 of Section 30; thence S.89°31'34"W. along said North line for 400.01 feet to the Point of Beginning.

Containing 26.86 acres, more or less.

OFFICIAL RECORDS
BOOK 1513 PAGE 0628
SEMINOLE CO., FL.

LEGIBILITY IMPROVEMENTS
FOR MICROFILMING

FIRST AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TIFFANY WOODS

THIS First Amendment, made this 15th day of November, 1984, by RICHMOND AMERICAN HOMES, INC., formerly known as OLIN AMERICAN HOMES OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

Declarant did previously submit that property described as TIFFANY WOODS, according to the Plat thereof as recorded in Plat Book 29, pages 28 and 29, of the Public Records of Seminole County, Florida, to those certain Covenants, Conditions and Restrictions as imposed by a Declaration recorded in Official Records Book 1513, page 611, Public Records of Seminole County, Florida; and

WHEREAS, it appears that through a technical malfunction, one or more lines of Article V of said Declaration were omitted from the final printing of the recorded version, and Declarant desires to correct such error; and

WHEREAS, Declarant is the owner of at least 25% of the lots in TIFFANY WOODS and thus authorized to make this Amendment under Article VII, Section 3, of the Declaration.

NOW THEREFORE, Article V of said Declaration recorded in Official Records Book 1513, page 611, Public Records of Seminole County, Florida, is hereby amended to read as follows:

"Section 1. No materials, buildings or other structures shall be placed on the properties until the plans shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with."

IN WITNESS WHEREOF, the parties herein have set their hand and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

RICHMOND AMERICAN HOMES, INC.

Janne Qualls
Laurie McNamee

BY: [Signature]
As its

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared James P. Henrich, President of RICHMOND AMERICAN HOMES, INC., to me well known to be the person described in and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein stated.

WITNESS my hand and official seal this 15th day of November, 1984.



[Signature]
Notary Public, State of FL

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 31, 1988
BONDED THROUGH MORTON-ASHTON, INC.

RECORDED & VERIFIED
Clerk
CLERK CIRCUIT COURT
SEMIHOLE COUNTY FL
NOV 20 3 59 PM '84

160897

This instrument prepared by:

[Signature] SCOTT D. CLARK, Esquire of
GRAHAM, MARLOWE & APPLETON
Post Office Drawer 1690
Winter Park, Florida 32790

Record and return to same.

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SEMINOLE COUNTY
SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TIFFANY WOODS

THIS SECOND AMENDMENT, made this 17th day of February, 1985, by RICHMOND AMERICAN HOMES, INC., formerly known as OLIN AMERICAN HOMES OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

DECLARANT did previously submit that property described as TIFFANY WOODS, according to the Plat thereof as recorded in Plat Book 29, pages 28 and 29, of the Public Records of Seminole County, Florida, to those certain Covenants, Conditions and Restrictions as imposed by a Declaration recorded in Official Records Book 1513, page 611, Public Records of Seminole County, Florida; and

WHEREAS, said Declaration was subsequently amended by that certain First Amendment as recorded in Official Records Book 1595, page 821, of the Public Records of Seminole County, Florida; and

WHEREAS, Declarant is the owner of at least 25% of the lots in TIFFANY WOODS and thus authorized to make this amendment under Article VII, Section 3, of the Declaration.

A. NOW THEREFORE, Article VI of said Declaration entitled "Use Restrictions" is hereby amended as set forth below:

1. A new Section 9 is added to said Article and shall read as follows:

"Section 9. Antennas, Satellite Receivers.
There shall not be permitted to exist anywhere on the properties any outside antennas or other devices for purposes of reception of television, radio or similar signals. The term antenna as used herein shall be interpreted to specifically exclude the construction or installation of a satellite dish or similar type of receiving device, whether such device is to be part of the structure or located on the lot apart from the structure."

2. There is hereby added to said Article a Section 10 which shall read as follows:

"Section 10. Clotheslines, Solar Devices.
No clotheslines or similar device shall be permitted to be erected on any lot or other

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part of the properties unless ^{SEMINOLE CO. FL.} erected and located in such manner so as to not be visible from the subdivision right-of-way or from any adjoining lot, including lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other homeowners.

Any solar panels or other devices for the collection of solar energy shall be placed, subject to the directional requirements of such devices, in a manner so as to be visible to the fewest number of adjoining properties. Any such devices shall be subject to the architectural review requirements contained in Article V of the Declaration, as amended, and the Architectural Review Committee is authorized to prescribe the location, color and design of such device. The Architectural Review Committee may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. Wherever possible, such devices shall be located to the rear of the houses and shall be mounted flat against the house roof.

3. There is hereby added to said Article VI, a Section 11, which shall read as follows:

"Section 11. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building lot that is in front of the front setback line of the dwelling. On corner lots, the building shall be deemed to have two front lot lines for the purposes of this section only. No fence or fence wall shall exceed a height of six feet. On lots of the subdivision which abut or are adjacent to any perimeter subdivision wall, no other wall or fence structure shall be built parallel to said wall (no matter what the distance is between the wall and fence) and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent to or leading to said perimeter wall which shall exceed a height of five feet or any height which places the top of said wall or fence higher than the top (excluding columns) of the perimeter wall as measured at the point of contact between said wall or fence and the perimeter wall. [All fences shall be subject to the architectural review requirements contained in Article V of this Declaration as amended. The Architectural Review Committee may adopt uniform standards as to the types of fences allowed and as to which sides of the fences must face outward from the lot being fenced."]

4. Section 1 of said Article VI, entitled "Parking" is hereby amended by adding the following thereto:

SEMINOLE CO. FL.

"No vehicle shall be permitted to be parked within the platted rights-of-way but instead must be kept within garages or driveways. Vehicles shall not be allowed to be parked on portions of the lot other than garages or driveways."

5. Section 6 of said Article VI, entitled "Garbage and Refuse" is hereby amended by adding thereto the following:

"All such incinerators or equipment shall be kept out of view from the front of the house except for such short time as may otherwise be necessary for purposes of garbage collection."

6. Section 4 of said Article VI, entitled "Livestock, Poultry and Nuisances" is amended by adding the following thereto:

"No pet or other animal shall be permitted to leave the lot on which said pet resides unless under leash and in the control of its owner."

B. Article IV, Section 12, entitled "Lot and Exterior Maintenance" is hereby amended by adding thereto the following:

"Lot owners shall be required to mow and trim lots as frequently as necessary and to replace any dead or diseased plant material; the provisions of this section shall be specifically applicable in the event a lot owner does not fulfill that obligation."

Any substantial removal of grass or plant material from a lot, including specifically but not by way of limitation, the filling in of yards with rock or concrete, shall require the specific prior approval of the Architectural Review Committee under the provisions of Article V, as amended."

IN WITNESS WHEREOF, the Declarant has executed this Amendment this 17th day of February, 1985.

Signed, sealed and delivered in the presence of:

Patricia L. O'Brien
Kimi K. Clegg

RICHMOND AMERICAN HOMES, INC.

BY: *Robert T. Kiser*
Senior Vice President

STATE OF FLORIDA

COUNTY OF ORANGE


I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert T. Rosen, ~~Arthur Rosen~~ of RICHMOND AMERICAN HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument for the purposes therein stated and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 14th day of February, 1985.

*** SEAL ***

Barbara D. Hoffman
Notary Public, State of FL.
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 22, 1988
BONDED THROUGH NUROSKI-ASHTON, INC.

This instrument prepared by:

SCOTT D. CLARK, Esquire of 
GRAHAM, MARLOWE & APPLETON
Post Office Drawer 1690
Winter Park, Florida 32790

Record and return to same.